



BOULT • CUMMINGS  
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EXECUTIVE SECRETARY

October 9, 2001

David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

Re: Docket to Establish Generic Performance Measurements,  
Benchmarks and Enforcement Mechanisms for BellSouth  
Telecommunications, Inc.  
Docket No. 01-00193

Dear Mr. Waddell:

Please find enclosed the original and thirteen copies of a post-hearing brief filed on behalf of Birch Telecom, Inc. in the above-captioned docket. Copies have been forwarded to parties of record.

Sincerely,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: *Henry Walker*  
Henry Walker *HW*

HW/nl  
Attachment  
c: Parties

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

Re: *Docket to Establish Generic Performance*           )  
      *Measurements, Benchmarks and*                    ) Docket No. 01-00193  
      *Enforcement Mechanisms for BellSouth*           )  
      *Telecommunications, Inc.*                            )

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**POST-HEARING BRIEF OF BIRCH TELECOM**

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Birch Telecom, Inc. ("Birch") supports the joint brief filed by the other intervening competitive carriers but submits this separate pleading to highlight a performance measure of particular importance to Birch.

**AVERAGE COMPLETION INTERVAL**

The Average Completion Interval measurement determines if BellSouth is completing CLEC orders in a timeframe that is consistent with the completion of BellSouth retail orders (or an established benchmark if no retail analog exists). Specifically, the measurement determines if a Tennessee end user can receive services from a CLEC in the same amount of time as BellSouth retail could provide the same service.

The Average Completion Interval measure as currently adopted in Tennessee does not capture the complete end user experience. The Tennessee business rule start time is the timestamp of the order since it is entered into the legacy BellSouth provisioning system SOCS and the stop time is the timestamp once the service order is completed. Using both the Texas (also Kansas and Oklahoma plans) and New York (Massachusetts' plan is similar to New York) Average Completion Interval measures that have passed the scrutiny of the Federal Communications Commission, the start time should be adjusted to the timestamp of the receipt of an accurate and complete LSR. The adjustment of the start time provides a more

accurate and complete LSR. The adjustment of the start time provides a more accurate measure of the end user experience and ensures that BellSouth is providing parity service.

The business rules used for the Texas and New York Average Completion Interval measures, are attached as exhibits to the direct testimony of T. J. Sauder.

The key language of the Texas measurement is the first sentence of the business rule section that states: "The clock starts on the Application Date, which is the day that SWBT receives a correct Service Order/LSR." The key New York language is included in the last sentence of the Definition section and the POTS and Special sub-section. The sentence defines the start date (application date) as the date a valid service request is received.

In response to Birch's proposal to change the start time for the Average Completion Interval measurement, BellSouth did not deny that Birch's suggestion would more accurately reflect the comparable experience of a BellSouth retail customer. See Coon Rebuttal, at 119-120. BellSouth similarly does not dispute that both New York and Texas use the adjustment proposed by Birch.

The starting point for a CLEC order should be the receipt of an "accurate and complete LSR," just as it would be for a BellSouth retail customer. BellSouth states that before it can determine whether an LSR is "accurate and complete," the LSR must first "pass certain validation tests." *Id.*, at 120. This is a step that does not apply to an order submitted for a BellSouth customer. To exclude the period of time necessary to conduct these "validation tests" from the Average Completion Interval necessarily assumes that a CLEC order will always take longer to process than a BellSouth order but that the difference will not be reflected in this performance measurement. As Mr. Sauder explained in response to questions from Director Malone (Tr. Vol. III D at 231-232), the change recommended by

Birch will allow the TRA to compare the actual time it takes for BellSouth to process a CLEC order to the time it takes to process an order from BellSouth retail. Any "parity gap" will show up in the revised measurement and not be hidden in the lost period devoted to "validation tests."<sup>1</sup>

This is yet another example of how BellSouth has attempted to structure a performance measure so that BellSouth could "pass" the benchmark while, at the same time, providing inferior service to CLECs. Other states – whose performance measures have been approved by the FCC – have not accepted this built –in bias. Neither should Tennessee.

#### CONCLUSION

For these reasons, the business rule regarding the start time of the Average Completion Interval should be amended to state: "The start time is the receipt of an accurate and complete LSR."

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: Henry Walker *HW*

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<sup>1</sup> During Mr. Sauder's cross-examination, the witness pointed out that if the LSR is not "valid," it is rejected back to the CLEC and this performance measure would not apply. Tr. III C, p. 202. The witness also acknowledged that some "valid" LSRs submitted by CLECs would, by design, fall out for manual handling, thus delaying the provisioning process. The witness explained that the type and number of such orders should be the same for both the CLECs and BellSouth's retail operations. *Id.*, at 204. He also noted that, given the large number of BellSouth orders, that BellSouth, "on average" should be able to meet the standard if true parity exists. *Id.*, at 203-204.

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## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via facsimile or hand delivery, to the following on this the 9<sup>th</sup> day of October, 2001.

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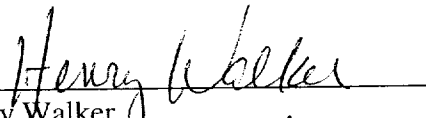
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